

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	1-090526FR
DATE	April 22, 2009
PAGE NO.	1
NO. OF PAGES	14

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM, LOCAL TIME, MAY 26, 2009

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered
Jefferson City, MO

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Frankie Ryan

BUYER TELEPHONE: 573-522-9481

ITEM NO.	SUPPLIES OR SERVICES				
	<p>Contract for furnishing “Hi Vis Green T-Shirts contract period beginning July 1, 2009 through June 30,2010</p> <p>PLEASE SEE ATTACHED SPECIFICATION, PRICING PAGE AND DELIVERY REQUIREMENTS</p> <p>Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement MUST submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.</p>				

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted according to the requirements herein.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. _____
Email: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

List all agencies your firm is currently certified with. _____
Form E-103 (Rev. 11-04)

I. GENERAL DESCRIPTIONS & BACKGROUND

- A. **Background:** The Missouri Department of Transportation (MoDOT) operates under a decentralized organization with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member bi-partisan Commission appointed by the Governor. The Central Office provides staff assistance and functional control for the various departmental tasks in ten (10) geographical districts. Each district contains approximately ten percent (10%) of the total road mileage in the state highway system.

MoDOT employs approximately 6,300 full-time employees. About eighty percent (80%) of those employees work in the ten (10) districts with the remainder working in the various functional units of the Central Office. Approximately 1,300 of these employees are supervisors.

- B. **Fiscal Year:** The fiscal year runs from July 1- June 30.
- C. **Contract Period:** July 1, 2009 through June 30, 2010.
- D. **Renewals:** The MHTC shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the MHTC exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same and apply during the renewal period. Renewals will run concurrently with the fiscal year.
- E. **Price Escalation:** In the event the contractor requests a price increase during the contract period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the contract period.

II. SCOPE OF WORK

A. SPECIFICATIONS

1. T-Shirts must be the short sleeve high visibility lime green color.
2. T-Shirts shall be 100% microfiber polyester, treated with Hydrowick and include Airex Reflective Material.
3. It shall have a neck ribbing = 1 x 1 with a minimum of 2% elastane yarn (spandex or lycra) and a body fabric weight is a minimum of 6.3 ounces per square yard.
4. All t-shirts must be ANSI/ISEA 107-2004 Class II compliant for background material and a ANSI/ISEA 107-2004 Level II compliant for reflective material (Airex home wash grade material). Additionally, the ANSI/ISEA 107-2004 standards are attached towards the end of this document.
5. Pocket dimension is 4.5"W x 5.5"L. A minor variance is allowed, but nothing

less than 4.5"W x 5.25"L. The pocket must also be reinforced in the top left and right corners of each one. For additional information and a picture, please refer to "T-Shirt Specifications" of this document.

6. Hems, pocket and collar shall be double stitched
7. T-Shirt Identification Emblems: No emblem identification is needed.
8. T-Shirts must be rated to withstand fifty (50) home washes.
9. T-Shirts must be sized in following sizes:
 - a. Small
 - b. Medium
 - c. Large
 - d. X-Large
 - e. 2X-Large
 - f. 3X-Large
 - g. 4X-Large
 - h. 5X-Large
 - i. 6X-Large
10. Employees may also decide to purchase their own personal Hi-Vis apparel meeting the safety specifications stated herein. Some examples of items the employees may wish to purchase on their own include: long sleeve t-shirts, hooded pullovers, etc. Please include an attachment of items, along with the price of the items your company can provide our employees. (This is an Employee expense, MoDOT will not be paying any of this amount.)

B. ESTIMATED QUANTITIES

1. It is estimated we have approximately 3,500 employees eligible to wear the Hi-Vis T-Shirt, so our total estimated initial order quantity would be approximately 50,000 t-shirts. After the initial order, MoDOT will be purchasing t-shirts on an as needed basis in order to keep adequate stock levels for our employees.
2. It is estimated most of the shirt sizes will be between L – 2XL, however, we will need some sizes outside this range as well.

C. PACKAGE INSTRUCTIONS

1. All T-shirts must be packaged in boxes of twenty-five (25) t-shirts per box.
2. All t-shirts must be individually wrapped in plastic with a size indication on each bag.
3. All boxes must be labeled with the quantity and size of t-shirts included in it.
4. No boxes shall mixed sizes of shirts. For example, all the smalls are in one box, all of the mediums are in another box, etc. We will not accept a box including various sizes within one box.

T-SHIRT SPECIFICATIONS

SHORT SLEEVE TEE SHIRT WITH POCKET AND CREW NECK

SIZES	SMALL	MEDIUM	LARGE	X-LARGE	2X	3X	4X	5X	6X	tolerance
WIDTH	18.00	20.00	22.00	24.00	26.00	28.00	30.00	32.00	34.00	+/- 1"
SHOULDER	16.50	18.50	20.50	22.50	24.50	26.50	28.50	30.50	32.50	+/- 1/2"
HPS LENGTH	29.00	30.00	31.00	32.00	33.00	34.00	35.00	36.00	37.00	+/- 1"
BOTTOM HEM	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	+/- 1/8"
SLEEVE LENGTH top	8.00	8.50	9.00	9.50	10.00	10.25	10.50	11.00	11.50	+/- 1/4"
SLEEVE HEM	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	+/- 1/8"
ARMHOLE STRAIGHT	8.50	9.25	10.25	11.25	12.25	12.75	13.25	13.75	14.25	+/- 1/2"
FRONT NECK DROP	3.750	3.875	4.000	4.125	4.250	4.375	4.500	4.625	4.750	+/- 1/4"
BACK NECK DROP	1.125	1.125	1.125	1.125	1.250	1.250	1.250	1.250	1.250	+/- 1/4"
SHOULDER DROP	1.750	1.750	1.750	1.750	1.750	1.750	1.750	1.750	1.750	+/- 1/4"
COLLAR HEIGHT	1.125	1.125	1.125	1.125	1.125	1.125	1.125	1.125	1.125	+/- 1/8"
	side seam	tubular	side seam							

FABRIC IS 100% MICROFIBER POLYESTER, TREATED WITH HYDROWICK.

NECK RIBBING=1X1 WITH a minimum of 2% elastane yarn (SPANDEX or LYCRA)

Body fabric weight is a minimum of 6.3 ounces per square yard.

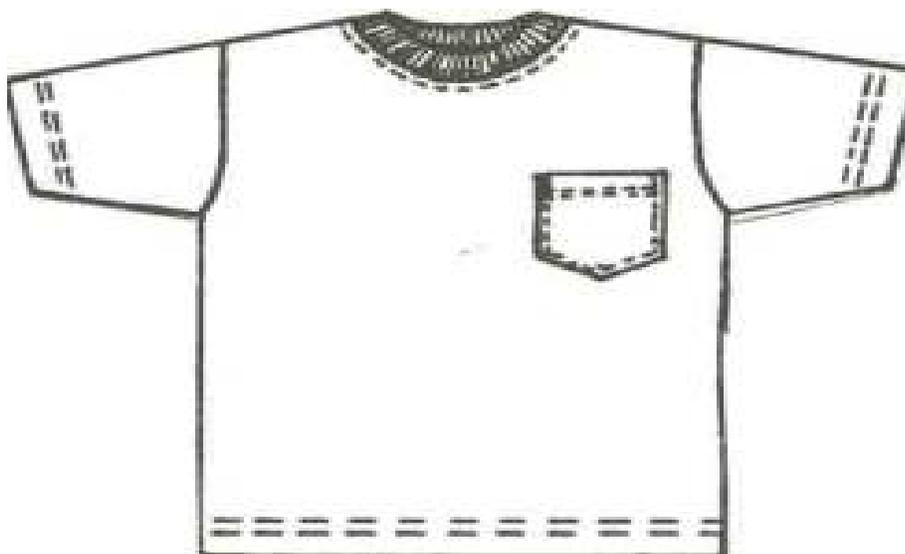
All garments are ANSI/ISEA 107-2004 CLASS II compliant for background material.

POCKET DIMENSION = W 4.5" X L 5.5". A variance will be allowed, but nothing less than 4.5"W x 5.25"L.

All garments are ANSI/ISEA 107-2004 LEVEL II compliant for reflective material (AIREX home-wash grade material.)

POCKET PLACEMENT:

SIZE:	From CF to left edge of pocket	From HPS to top of pocket
S	2.25"	8.375"
M	2.50"	8.825"
L	2.75"	9.375"
XL	3.00"	9.825"
2XL	3.50"	10.625"
3XL	4.00"	10.825"
4XL	4.25"	11.125"
5XL	4.50"	11.625"
6XL	4.75"	11.825"



CF= center front-an imaginary vertical line running down the center of the shirt.

HPS= high point shoulder-an imaginary vertical line from the point where the shoulder seam meets the collar to the bottom edge of the shirt.

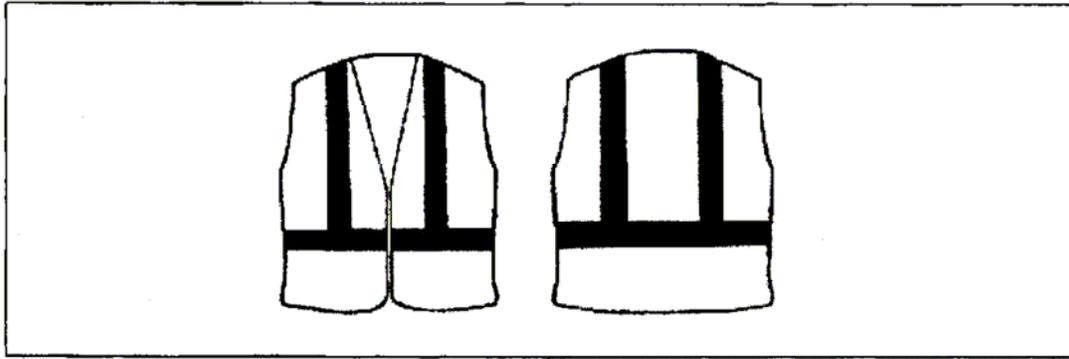


Figure C-5. Vest Pattern 2 (Performance Class 2)

See above illustration, and refer to the ANSI standards, for the placement of the reflective product.

III. BID SUBMISSION INFORMATION & COST DETERMINATION

A. BID SUBMISSION INFORMATION

All Bids must be in a sealed package clearly marked "Hi-Vis Green T-Shirts" and received at the below location no later than **May 26, 2009 at 2:00 p.m., CDT.**

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Frankie Ryan
830 MoDOT Drive – Jefferson City, MO 65109 (Physical Address)
P.O. Box 270 – Jefferson City, MO 65102 (Mailing Address)

Sample - Samples must be submitted with the bid documents. Samples must be for the exact material, quality, workmanship, style, and color of the garment proposed to be furnished. Failure to comply with this requirement will eliminate your bid from further consideration. **The following samples must be submitted with your bid document in order to be considered responsive:**

Three (3) Hi-Vis Green Short Sleeve T-Shirts

The following information must be submitted along with your bid:

1. Bid signature page (signed), include any additional bid information
2. **Three (3) T-shirt Samples**
3. Certification from independent lab identifying the T-Shirt as meeting the ANSI/ISEA 107-2004 Class II Compliant for background material and Level II Compliant for reflectivity material
4. Pricing Page (signed)

In addition, the below information should be submitted either with the bid or prior to award:

1. Preference in Purchasing Products (signed)
2. Missouri Domestic Products Procurement Act (signed)

B. AWARD DETERMINATION

Award of the bid will be determined by the low, responsive bidder who is providing the product as specified. MoDOT will determine if the submitted T-shirt samples meet the published specifications. Only those vendors whose samples have been approved by MoDOT will be considered for possible award of the contract.

NOTE: The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Offeror will need to provide a copy of the following:

- 1) His/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT).
- 2) Missouri Department of Revenue's "No-Tax Due" letter prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT).

IV. ESTIMATED QUANTITIES

The below table shows the estimated quantities for the original contract period. MoDOT reserves the right to increase or decrease quantities to best suit the needs of MoDOT.

Commodity Number	Commodity Description	Annual Bid QTY
3450880136	SAFE/T-SHIRT "HI-VIS GREEN", SHORT-SLEEVE, SMALL (SIZE 36)	0.0
3450880140	SAFE/T-SHIRT "HI-VIS GREEN", SHORT-SLEEVE, MEDIUM (SIZE 40)	1,100.0
3450880144	SAFE/T-SHIRT "HI-VIS GREEN", SHORT-SLEEVE, LARGE (SIZE 44)	0.0
3450880148	SAFE/T-SHIRT "HI-VIS GREEN", SHORT-SLEEVE, XLARGE (SIZE 48)	5,700.0
3450880152	SAFE/T-SHIRT "HI-VIS GREEN", SHORT-SLEEVE, 2XLARGE (SIZE 52)	0.0
3450880156	SAFE/T-SHIRT "HI-VIS GREEN", SHORT-SLEEVE, 3XLARGE (SIZE 56)	1,200.0
3450880160	SAFE/T-SHIRT "HI-VIS GREEN", SHORT-SLEEVE, 4XLARGE (SIZE 60)	385.0
3450880164	SAFE/T-SHIRT "HI-VIS GREEN", SHORT-SLEEVE, 5XLARGE (SIZE 64)	0.0
3450880168	SAFE/T-SHIRT "HI-VIS GREEN", SHORT-SLEEVE, 6XLARGE (SIZE 68)	0.0

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V. **PRICING PAGE.** Please sign below where indicated and submit with all other bid documentation.

A. ORIGINAL CONTRACT PERIOD PRICING. Please provide a price for each item:

Short Sleeve T-Shirt \$ _____ **Small – Xlarge** Minimum Order Qty: _____
100% Polyester

Short Sleeve T-Shirt \$ _____ **2XLarge - 4XLarge** Minimum Order Qty: _____
100% polyester

Short Sleeve T-Shirt \$ _____ **5Xlarge - 6XLarge** Minimum Order Qty: _____
100% Polyester

Guaranteed ARO Delivery Date: _____

EMPLOYEE PURCHASES: Please attach a sheet which includes additional Hi-Vis items MoDOT employees may purchase on their own for personal use along with the price of each item.

B. RENEWAL INFORMATION

In the event that MHTC exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase for each renewal period. The Bidder is cautioned that the percentages shall be computed against the **CURRENT** contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

First Renewal Period: _____ % of maximum increase

Second Renewal Period: _____ % of maximum increase

Vendor Firm Name: _____

Vendor Name and Signature: _____

ANSI/ISEA 107-2004 STANDARDS

ANSI/ISEA 107-2004

4. Definitions

Accredited laboratory: A laboratory having a certificate of accreditation meeting the requirements of ISO/IEC Guide 17025:1999 (or other equivalent standard) for the collection and analysis of data within the parameters of this standard.

Background material: Colored fluorescent material intended to be highly conspicuous, but not intended to comply with the requirements of this standard for retroreflective material.

Certify (background and retroreflective material): To obtain compliance certification documents based on testing from an independent, third-party accredited laboratory to verify performance requirements as specified in this standard.

Certify (finished item): To provide documentation from either an independent, third-party laboratory or to self-certify through the use of the Apparel and Headwear Compliance Certificate. (Appendix D6)

Combined-performance material: A retroreflective material that is also a fluorescent material. Combined performance materials can be counted toward the minimum area requirements for background material specified in Table 1.

Conspicuity: The characteristics of an object influencing the probability that it will come to the attention of an observer, especially in a complex environment which has competing objects.

Fluorescent material: Material that instantaneously emits optical radiation within the visible range at wavelengths longer than absorbed and for which emission ceases upon removal of the source of irradiation. These materials enhance daytime visibility, especially during dawn and dusk.

High-visibility headwear: Personal protective item that is worn on the head and intended to provide conspicuity when worn both daytime and nighttime.

High-visibility safety apparel: Personal protective safety clothing intended to provide conspicuity during both daytime and nighttime usage.

Photometric performance level: The effectiveness of retroreflective material in returning light to its source, expressed in Table 5 as Level 2 and in Table 6 as Level 1, and measured in terms of coefficient of retro-reflection.

NOTE: The photometric terms and definitions used in this document are defined in ASTM E284 and ASTM E808.

PPE: Personal Protective Equipment

Retroreflective material: Material that is a retroreflector and is either 1) not intended to comply with the requirements of this standard for background material, or 2) is a combined-performance, retroreflective material.

Self-certify: To verify apparel design requirements within this standard without the use of an independent accredited laboratory or other third-party.

Shorts: A garment designed to cover the body from the waist to the knees, divided into sections to encircle each leg separately.

Trouser: A garment covering the body from the waist to the ankle, divided into sections to encircle each leg separately.

5. Types, Classes and Colors

5.1 Finished items are specified as either apparel or headwear. Apparel includes, but is not limited to, clothing such as vests, jackets, trousers, etc. Headwear includes, but is not limited to, items such as ball caps and knit caps.

5.2 Three Performance Classes are specified in terms of minimum area of the materials to be incorporated. A documented hazard analysis should be performed to determine the appropriate Performance Class required.

5.2.1 Performance Class 3: While the type of garment and the size of the wearer dictate the area of clothing, it is the intention of this standard for Performance Class 3 to offer greater visibility to the wearer in both complex backgrounds and through a full range of body movements. Additionally, visibility is enhanced beyond Performance Class 2 by the

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* enhancement of background and reflective materials to the arms and/or legs. Regardless of the area of materials used, a sleeveless garment or vest alone shall not be considered Performance Class 3.

5.2.2 Performance Class 2: Performance Class 2 provides superior visibility for wearers by the additional coverage of the torso, and is more conspicuous than Performance Class 1.

5.2.3 Performance Class 1: Performance Class 1 provides the minimum amount of required material to differentiate the wearer from the work environment.

5.2.4 Performance Class E Apparel: Waistband trousers and shorts may be classified as Performance Class E, which shall be the designation for this ensemble accessory meeting all minimum requirements for retroreflective and background materials, except for minimum area and placement required for Performance Class 3, 2, or 1.

Performance Class E trousers shall have a minimum of 0.30 m^2 (465 in^2) of background material and 0.07 m^2 (108 in^2) of retroreflective material. Retroreflective material for trousers shall encircle each leg. Retroreflective material shall not be placed less than 50 mm (1.97 in.) above the bottom of the trouser leg. When such Performance Class E trousers are worn with a Performance Class 2 or 3 garment, the overall classification for the ensemble shall be classified as a Performance Class 3 ensemble.

Performance Class E shorts shall have a minimum of 0.30 m^2 (465 in^2) of background material and 0.07 m^2 (108 in^2) of retroreflective material. For shorts, the retroreflective material shall encircle each leg. When such Performance Class E shorts are worn with a Performance Class 2 or 3 garment, the overall classification for the ensemble shall be classified as a Performance Class 3 ensemble.

5.2.5 Headwear is considered an important accessory and complements the overall visibility of the wearer. High-visibility headwear enhances visibility to the head of a moving worker in daylight and helps define the shape of the human form during nighttime exposure.

5.2.6 Each Performance Class shall have the minimum area of materials incorporated in the garment according to Table 1. Garments shall incorporate the minimum area of background and retroreflective materials or combined-performance material. The areas required are not intended to create a secondary hazard by specifying garments that could get caught in equipment or machinery. Care should be taken to ensure proper fit for all size wearers.

5.2.7 The photometric performance level of retroreflective materials selected shall meet the specifications in Table 5 or 6, in accordance with the Performance Class selected in Table 1. Examples of suitable designs are illustrated in Appendix C.

5.2.8 Tables 5 and 6 specify the minimum photometric performance levels for "retroreflective" or "combined-performance" materials that shall be required for Performance Class 3, Class 2, and Class 1 in accordance with Table 1.

5.2.9 The photometric performance of Level 2 retroreflective material is intended to provide greater contrast and visibility over wider viewing angles of safety apparel when seen in headlights during darkness. When greater conspicuity is required, the higher performance level of retroreflective material should be used. The specified level of retroreflective material used in the construction of a garment shall be indicated on the label as described in Section 11.2.

5.3 Table 2 and Table 3 specify the performance requirements for the different colors of background and combined-performance materials, providing options that are intended to confer conspicuity against most environmental backgrounds found in urban and rural work situation. Users should consider the prevailing ambient background in which protection is required and select the color providing the preferred contrast.

Table 1. Minimum areas of visible material

	Performance Class 3	Performance Class 2	Performance Class 1	Performance Class E	Headwear
Background material	0.80 m ² (1240 in ²)	0.50 m ² (775 in ²)	0.14 m ² (217 in ²)	0.30 m ² (465 in ²)	0.05 m ² (78 in ²)
Retroreflective or combined-performance material with background material	0.20 m ² (310 in ²)	0.13 m ² (201 in ²)	0.10 m ² (155 in ²)	0.07 m ² (108 in ²)	0.0065 m ² (10 in ²)
Photometric performance	Level 2 or Level 1	Level 2 or Level 1	Level 2 or Level 1	Level 2 or Level 1	Level 2
Combined-performance material used without background material			0.20 m ² (310 in ²)		0.05 m ² (78 in ²)
Photometric performance			Level 2 or Level 1		Level 2 or 1

6. Design

6.1 Garment Requirements

Each Performance Class shall have the minimum areas of materials incorporated into the garment in accordance with Table 1.

6.1.1 Minimum Widths of Retroreflective or Combined-Performance Materials

Configurations of retroreflective bands or patterns, such as logos, design icons or identification text, may contribute to the minimum area requirements specified in Table 1.

When utilized, these retroreflective or combined-performance materials shall be distributed within an area of "non-compliant" background materials in such a manner that a minimum of 50 percent of the contiguous area making up the bands or patterns be comprised of combined-performance or retroreflective materials meeting the specifications of Table 5 or 6.

For Performance Class 3, the retroreflective or combined-performance materials incorporated into the garment shall not be less than 50 mm (1.97 in.) wide.

For Performance Class 2, the retroreflective or combined-performance materials incorporated

into the garment shall not be less than 35 mm (1.38 in.) wide.

For Performance Class 1, where retroreflective material is used in conjunction with specified background material, the bands of retroreflective material incorporated into the garment shall not be less than 25 mm (0.98 in.) wide. If the Performance Class 1 garment is constructed with "non-compliant" background material, the bands of combined-performance material incorporated into the garment shall not be less than 50 mm (1.97 in.) wide.

6.1.2 Spacing Between Multiple Bands

Whenever multiple bands are placed on the garment, the minimum distance between bands of retroreflective or combined-performance material shall be at least equal to the width of the band.

6.1.3 Distance from Bottom Edge of Garment

Whenever horizontal retroreflective or combined-performance materials are placed near the bottom edge of a jacket, vest, or poncho, the material shall not be placed less than 50 mm (1.97 in.) above the bottom edge of the garment.

6.1.4 Placement of Materials on Full-Length Sleeves

6.1.4.1 *Encircling the Arm:* Whenever horizontal retroreflective or combined-performance materials are placed on full-length sleeves of coveralls and jackets, the material shall encircle the arm.

6.1.4.2 *Placement of Upper and Lower Bands:* If upper bands are utilized on the full-length sleeves, the bands shall encircle the upper part of the sleeves between the elbow and the shoulder. When lower bands are utilized, the bottom edge of the retroreflective or combined-performance material shall not be less than 50 mm (1.97 in.) from the bottom of the sleeve.

6.1.5 Gaps to Enable Fastening

Gaps in retroreflective, combined-performance, and background materials to enable fastening shall not be more than 50 mm (1.97 in.) horizontally.

6.1.6 Contiguous 360° Visibility

Performance Class 1, 2 or 3 garments, such as vests, waistcoats, jackets, ponchos, coveralls, and bib overalls, shall have contiguous areas of retroreflective or combined-performance materials encircling the torso and placed in such a manner to provide 360° visibility of the wearer.

6.1.7 Placement of Materials on Legs

6.1.7.1 *Encircling the Leg:* Coveralls and bib overalls shall have contiguous areas of retroreflective or combined-performance materials encircling each leg in such a manner to provide 360° visibility of the wearer.

6.1.7.2 *Distance from Bottom of Legs:* Retroreflective or combined-performance materials on the legs shall be placed 50 mm (1.97 in.) or more above the bottom edge of the leg.

6.1.8 Designation of Performance Class E

Performance Class E garments are not intended to be worn without a Performance Class 2 or 3 garment. Performance Class E garments shall have a minimum of 0.30 m² (465 in²) of background material and 0.07 m² (108 in²) of

retroreflective material placed 50 mm (1.97 in.) or more above the bottom edge of the leg.

6.2 Apparel Design Configurations (Refer to Appendix C for examples)

a) Coveralls shall be designed to permit maximum visibility of the wearer (e.g., have two horizontal bands of retroreflective material around the torso).

b) Jackets, waistcoats, vests and ponchos shall be designed to permit maximum visibility of the wearer (e.g., have one or more horizontal bands of retroreflective material around the torso and bands of retroreflective material joining the uppermost torso band from the front to the back over each shoulder).

6.2.1 Coveralls and jackets with full-length sleeves shall be designed to permit maximum visibility of the wearer (e.g., two bands of retroreflective material should encircle the garment at the same height as those on the torso).

6.2.2 Coveralls, bib overalls and waistband trousers shall be designed to permit maximum visibility of the wearer (e.g., two bands of retroreflective material, encircling horizontally each leg).

6.2.3 Bib overalls shall be designed to permit maximum visibility of the wearer (e.g., have one band of retroreflective material around the torso).

6.2.4 Harnesses shall comprise a band of combined-performance materials encircling the waist and joining the waistband from the back to the front over both shoulders, the bands being not less than 50 mm (1.97 in.) wide.

NOTE: Harnesses complying with this standard are not intended to provide protection against fall from heights.

6.3 Ergonomics

High-visibility safety apparel shall be designed and manufactured to meet the following requirements:

The materials and components of the high-visibility safety apparel shall not be known to adversely affect the wearer.

The high-visibility safety apparel shall offer the wearer the best possible degree of comfort that is consistent with the provision of adequate protection.

Parts of the high-visibility safety apparel that come into contact with the end user shall be free of roughness, sharp edges and projections that could cause irritation or injuries.

High-visibility safety apparel shall be fitted to correct positioning on the user and should ensure that it remains in place for the expected period of use, anticipating environmental factors as well as movements the wearer could adopt during the course of work.

6.4 Headwear Requirements

6.4.1 Retroreflective or combined-performance materials incorporated in the minimum areas shown in Table 1 shall meet the minimum performance shown in Table 5 or 6. Background materials used for high-visibility headwear shall meet the requirements of Table 2.

6.4.2 Both retroreflective, combined performance and background materials shall be placed in such a manner to provide 360° visibility of the wearer.

7. Requirements for Background and Combined-Performance Retroreflective Materials

7.1 Color

7.1.1 Background Material Prior to Exposure Tests

The chromaticity shall lie within one of the areas defined in Table 2 and the total luminance factor (Y expressed as a percentage) shall exceed the corresponding minimum in Table 2, when measured in accordance with Section 9.2.

7.1.2 Combined-Performance Material Prior to Exposure Tests

The chromaticity shall lie within one of the areas defined in Table 3 and the total luminance factor (Y expressed as a percentage) shall exceed the corresponding minimum in Table 3, when measured in accordance with Section 9.2.

Table 2. Color, background material

Color	Chromaticity coordinates		Minimum total luminance factor
	X	y	Y(%)
Fluorescent yellow-green	0.387	0.610	76
	0.356	0.494	
	0.398	0.452	
	0.460	0.540	
Fluorescent orange-red	0.610	0.390	40
	0.544	0.376	
	0.579	0.341	
	0.655	0.344	
Fluorescent Red	0.655	0.344	25
	0.579	0.341	
	0.606	0.314	
	0.690	0.310	

Table 3. Color, combined-performance material

Color	Chromaticity coordinates		Minimum total luminance factor
	x	y	Y (%)
Fluorescent yellow-green	0.387	0.610	70
	0.356	0.494	
	0.398	0.452	
	0.460	0.540	
Fluorescent orange-red	0.610	0.390	40
	0.535	0.375	
	0.570	0.340	
	0.655	0.344	
Fluorescent Red	0.655	0.344	25
	0.570	0.340	
	0.595	0.315	
	0.690	0.310	

The mean value of the total luminance factor of retroreflective material shall comply with the requirements of Table 3 when measured at each of the two rotation angles defined in Section 9.3.

The chromaticity of combined-performance material shall comply with the requirements of Table 3 when measured at each of the two rotation angles defined in Section 9.3.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO

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STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

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- 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement